

<i>SERFF Tracking Number:</i>	<i>NWFA-126171129</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42533</i>
<i>Company Tracking Number:</i>	<i>IAR-0104AO</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Select Retirement NLIC Option Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Select Retirement NLIC Option SERFF Tr Num: NWFA-126171129 State: Arkansas

Filing

TOI: A05I Individual Annuities- Immediate Non-Variable SERFF Status: Closed-Approved-Closed State Tr Num: 42533

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: IAR-0104AO State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Disposition Date: 06/11/2009

Authors: Todd Beshara, Amy Burchette, Angela D. Cox, Jenny Christiansen, Andrea Sgobbo, Sandra Davies, Julie Eaton, Dan Gallion, Grace Holland, Cindy Malloy, Leonja Merritt, Kristin Nixon, Clara Pollard, Carrie Ruhlen, Georgia Sollars, Darcy Spangler, Gayla Pace, Natalie Walden, Drema Wallace, EDS EDSSupport, Leslie Hernandez, zSERFFStaff zIndustrySupportLS, PCC Compliance

Date Submitted: 06/02/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed concurrently in our state of domicile - Ohio.

Explanation for Combination/Other:

Market Type: Individual

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Variable

Product Name: Select Retirement NLIC Option Filing

Project Name/Number: /

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/11/2009

Deemer Date:

Submitted By: Angela D. Cox

Filing Description:

Nationwide Life Insurance Company

NAIC # 66869

FEIN 31-4156830

NAIC Group # 140

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 06/11/2009

Created By: Jenny Christiansen

Corresponding Filing Tracking Number:

Individual Single Premium Immediate Fixed Annuity Option Filing

Option IAR-0104AO

Supplemental Option Contract Specifications Page IAB-0114AO

Nationwide Life Insurance Company ("Nationwide") is filing the above referenced form for general use and approval by the Department of Insurance (the "Department"). Upon approval by the Department, Nationwide will begin issuing this form.

Supplemental Option IAR-0104AO (the "Option") is new and will be issued with previously approved Contract ICC08-IAC-0102AO, approved by the Department on, January 5, 2009, and SERFF Tracking No.: NWFA-125956066.

Description of the Supplemental Option

IAR-0104AO (Supplemental Option To The Individual Single Premium Immediate Fixed Annuity) will be used with the Contract and is included in this filing for the Department's approval. This Option is similar to Option IAR-0101AO previously approved by the Department on March 24, 2009, Department Filing No. 41882. If elected, this option amends the Contract to add the following:

- The Option is only available to investors who are clients of the Asset Management Company, and the investors must have a minimum account balance to purchase the Contract and Option.
- The Option and Contract work together in three phases:
- Accumulation Phase, during which the assets of the owner are managed by the Asset Management Company,
- Withdrawal Phase, during which the assets of the owner are still managed by the Asset Management Company. The Withdrawal Phase begins when the Annuitant and any Co-Annuitant reach age 55 and elect to begin taking withdrawals from the account with the Asset Management Company, and
- Income Phase, when one of the triggering events occurs and annuity payments are made by Nationwide.

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This option has a Flesch readability score of 52.2.

Target Market

The Contract and the Option will primarily be marketed to high net worth individuals who are nearing retirement. The Contract and the Option are designed to provide a lifetime stream of income in the event of market fluctuations or in the event they outlive their assets. The Contract does not protect the actual investments in their investment accounts.

Description of Supplemental Option Contract Specification Page

IAB-0114AO The bracketed items on the Supplemental Option Contract Specifications Page are customized for each contract based on the information provided by the Contract Owner at time of application and are more fully detailed in the Memorandum of Variables.

Previously Approved Forms

Nationwide will utilize the following previously approved forms with the Contract.

IAZ-0100AO.1: Individual Retirement Annuity Endorsement, approved by the Department on January 24, 2008, Department Filing No. 37826.

APO-3586-A: Roth Individual Retirement Annuity, approved by the Department on November 13, 2001.

Memorandum of Variables

The form is designed to be customized to meet the specific needs of each Account to which it is issued. As a result, certain items, particularly the Supplemental Option Contract Specifications Page described herein, is bracketed for variability. Bracketed numerical values will reflect the least or greatest value, whichever is most favorable to the Contract Owner. If ranges are provided, Nationwide will constrain variability to the stated ranges. Please see the Memorandum of Variables included in this submission for a full explanation on variability.

Other Information

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of

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Variable
Product Name: Select Retirement NLIC Option Filing
Project Name/Number: /

these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Jenny Christiansen, Specialist, Corporate christje@nationwide.com
Compliance
PO Box 182455 800-691-0023 [Phone] 95119 [Ext]
1-09-V1 614-249-2112 [FAX]
Columbus, OH 43272-8921

Filing Company Information

Nationwide Life Insurance Company CoCode: 66869 State of Domicile: Ohio
PO Box 182455 Group Code: 140 Company Type:
1-33-102 Group Name: State ID Number:
Columbus, OH 43272-8921 FEIN Number: 31-4156830
(800) 691-0023 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$40.00
Retaliatory? No
Fee Explanation: 2 forms @ \$20 each.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$40.00	06/02/2009	28241831

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Product Name:	Select Retirement NLIC Option Filing		
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/11/2009	06/11/2009

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Disposition

Disposition Date: 06/11/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Company Tracking Number: IAR-0104AO

TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Select Retirement NLIC Option Filing

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variables		Yes
Form	Option		Yes
Form	Supplemental Option Contract		Yes
	Specifications Page		

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Product Name: Select Retirement NLIC Option Filing

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Form Schedule

Lead Form Number: IAR-0104AO

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IAR-0104AO	Policy/Cont Option ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.200	IAR-0104AO.pdf
	IAB-0114AO	Policy/Cont Supplemental Option ract/Fratern Contract al Specifications Page Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	IAB-0114AO.pdf

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
TELEPHONE 1-877-877-2716**

SUPPLEMENTAL OPTION TO THE INDIVIDUAL SINGLE PREMIUM IMMEDIATE FIXED ANNUITY

General Information Regarding this Supplemental Option

This supplemental option (the "Option") is made part of the Contract to which it is attached and is effective on the date it is elected.

Nationwide will not start any payments under the Contract until and unless the triggering events, found in the Income Phase section of this Option, occur.

This Option and Contract to which it is attached work together in three phases: an "Accumulation Phase", a "Withdrawal Phase" and an "Income Phase." This Option contains the terms and conditions of the Accumulation Phase and the Withdrawal Phase. The Contract contains the terms and conditions of the Income Phase, except as stated in the Option.

To the extent any provisions contained in this Option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this Option will control the Contract. Non-defined terms shall have the meaning given to them in the Contract.

Guarantees of the Option

Subject to the terms and conditions set forth in this Option, Nationwide guarantees that it will provide Guaranteed Lifetime Income Payments for the life of the Annuitant and Co-Annuitant, if any, in accordance with the Contract by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentage to determine the amount of the Guaranteed Lifetime Income Payments.

Eligibility to Purchase Option

This Option is only offered to investors who have their investments managed by the Asset Management Company. The Contract Owner must be the Annuitant, and if the Spousal Continuation Option is elected, the spouse must be named a Co-Annuitant. Without the Spousal Continuation Option, the minimum age of an Annuitant for the Option is 45 and the maximum age is 75. With the Spousal Continuation Option, the minimum age that the younger Co-Annuitant must be is 45. With the Spousal Continuation Option, the younger Co-Annuitant must be 80 or younger, and the older Co-Annuitant must be 84 or younger.

During the Accumulation Phase, the assets covered by this Option are held in an advisory account ("Account") managed by the Asset Management Company. The assets must be held in an Eligible Portfolio listed on the Option contract specification page. Once the Contract Owner has chosen an Eligible Portfolio, they may later switch from one Eligible Portfolio to another.

There must be at least the Eligible Account Value in the Account in order to purchase the Option and Contract. The Contract Owner must execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee to Nationwide.

Fee

Pursuant to an authorization from the Contract Owner, the Asset Management Company will deduct from the Contract Owner's Account, and remit to Nationwide an annual fee (the "Fee") of up to 1.75% of the current value of the Guaranteed Lifetime Withdrawal Base. The annual fee percentage of 1.75% includes a 0.30% maximum fee percentage for the Spousal Continuation Option. The fee will be taken on a quarterly basis. A prorated fee for any partially completed quarter will be refunded upon full termination of the Option.

The Fee will be assessed as long as the conditions in this Option remain in-force or until the Income Phase begins. The Fee is shown on the Option contract specification page.

Nationwide will not increase the Fee before the second Option Anniversary even if certain terms and conditions in this Option change during that time.

Definitions

The following definitions are added to the Contract:

Account – The assets the Contract Owner owns which are held at and managed by the Asset Management Company and invested in accordance with this Option.

Accumulation Phase – Assets are managed by the Asset Management Company. The obligations of Nationwide and the Contract Owner during the Accumulation Phase are set forth in this Option. During the Accumulation Phase no assets are held or managed by Nationwide.

Account Value – The value of the assets in the Account, as determined as of the close of business on a Valuation Date.

Annuity Date – The date on which Nationwide receives the Premium.

Asset Management Company – The company who manages the Account and who is named on the Option contract specification page.

Co-Annuitant – The spouse of the Annuitant on whose life guaranteed lifetime withdrawals under the Spousal Continuation Option will also apply. A Co-Annuitant may only be named when the Spousal Continuation Option is elected.

Eligible Account Value – The minimum amount required to be in the Eligible Portfolio when this Option is purchased. This amount is shown on the Option contract specification page.

Eligible Portfolio – The investment portfolios available under the Option, one of which must be held in the Account. The elected Eligible Portfolio is shown on the Option contract specification page.

Former Eligible Portfolio – A previously permissible investment option no longer available for new Contract Owners under this Option.

Guaranteed Lifetime Income Payments – Annuity payments Nationwide makes under the Contract.

Guaranteed Lifetime Withdrawal Amount – The amount that can be withdrawn from the Account each Calendar year during the Withdrawal Phase without reducing the Guaranteed Lifetime Withdrawal Base. This amount is non-cumulative, meaning that it cannot be carried over from one year to the next. The initial Guaranteed Lifetime Withdrawal Amount is shown on the Option contract specification page.

Guaranteed Lifetime Withdrawal Base – The amount upon which the Guaranteed Lifetime Withdrawal Amount is calculated. The Guaranteed Lifetime Withdrawal Base may increase or decrease during the Accumulation and Withdrawal Phases. At the time this Option is purchased, the Guaranteed Lifetime Withdrawal Base is equal to the Account Value.

Guaranteed Lifetime Withdrawal Percentage – The percentage multiplied by the Guaranteed Lifetime Withdrawal Base to determine the Guaranteed Lifetime Withdrawal Amount. The Guaranteed Lifetime Withdrawal Percentage is 4% when the younger Annuitant and any Co-Annuitant reach the age of 55 and is 5% on the anniversary after the

younger of the Annuitant and any Co-Annuitant reach age 65.

Income Phase – Triggered by certain events as described in this Option. The Account Value is transferred as Premium to Nationwide and Nationwide begins making Guaranteed Lifetime Income Payments.

Individual Retirement Account – A trust or custodial account described in Section 408 of the Code, established for the exclusive benefit of the Owner or the Owner's beneficiaries.

Minimum Account Value – The greater of:

1. the amount determined by the Asset Management Company, as shown on the Option contract specification page; or
2. the annual Guaranteed Lifetime Withdrawal Amount.

Minimum Account Value Eligible Portfolio – The Eligible Portfolio available only to Contract Owners who have reached the Minimum Account Value before the Withdrawal Start Date.

Premium – The amount that is in the Account when the Income Phase begins. This amount is transferred to Nationwide when the Income Phase begins and is applied to the Contract.

Option Anniversary – Any anniversary of the date Nationwide issues this Option.

Option Year – Any one-year period starting on the date Nationwide issues this Option.

Spousal Continuation Option – An election allowing a spouse to be named as a Co-Annuitant so that the Guaranteed Lifetime Withdrawal Amount will be paid during the lifetimes of the Annuitant and Co-Annuitant.

Valuation Date – Each day the New York Stock Exchange is open for business. The value of the Account is generally determined at the end of each Valuation Date, which is generally at 4:00 p.m. Eastern Time, but may be earlier on certain days when the New York Stock Exchange is closed early.

Withdrawal Phase – Anytime after the younger Annuitant and any Co-Annuitant reaches the age of 55, the Contract Owner may elect to begin the Withdrawal Phase. Once the Contract is in the Withdrawal Phase, annual withdrawals may be taken up to Guaranteed Lifetime Withdrawal Amount from the Account without reducing the Guaranteed Lifetime Withdrawal Base and any potential Guaranteed Lifetime Income Payments. During the

Withdrawal Phase no assets are held or managed by Nationwide in this Option.

Withdrawal Start Date – The date the Annuitant and Co-Annuitant, if any, is eligible in this Option and notifies Nationwide to begin taking annual withdrawals of the Guaranteed Lifetime Withdrawal Amount from the Account.

ACCUMULATION PHASE

Guaranteed Lifetime Withdrawal Base

The original Guaranteed Lifetime Withdrawal Base is the Account Value when this Option is purchased. The Guaranteed Lifetime Withdrawal Base can increase or decrease.

Nationwide calculates the annual Option Fee based upon the Guaranteed Lifetime Withdrawal Base. Any increases or decreases to the Guaranteed Lifetime Withdrawal Base will increase or decrease the Fee in the same manner.

Increases to the Guaranteed Lifetime Withdrawal Base During the Accumulation Phase

The Guaranteed Lifetime Withdrawal Base can be increased in two ways:

Additional Deposits to the Account

Nationwide will automatically increase the Guaranteed Lifetime Withdrawal Base by the amount of additional deposits the Contract Owner makes to the Account.

Annual Benefit Base Review

On each Option Anniversary during the Accumulation Phase, Nationwide will conduct an Annual Benefit Base Review to see if the Contract Owner is eligible for an increase to the Guaranteed Lifetime Withdrawal Base. The Guaranteed Lifetime Withdrawal Base will be set equal to the greatest of:

- (a) the current Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base; or
- (b) the Account Value as of the Option Anniversary; or
- (c) the original Guaranteed Lifetime Withdrawal Base, with a 5% roll-up. This is equal to the original Guaranteed Lifetime Withdrawal Base plus 5% of the original Guaranteed Lifetime Withdrawal Base for each Contract Anniversary that has been reached. An adjustment will be made to the calculations for transactions that increase or decrease the Guaranteed Lifetime Withdrawal Base.

Upon written request Nationwide will cancel the Annual Benefit Base Review.

Decreases to the Guaranteed Lifetime Withdrawal Base During the Accumulation Phase

Nationwide will not reduce the Guaranteed Lifetime Withdrawal Base due to market performance.

Nationwide will only reduce the Guaranteed Lifetime Withdrawal Base during the Accumulation Phase if the Contract Owner makes an early withdrawal from the Account.

Early Withdrawal

An early withdrawal is any withdrawal the Contract Owner makes prior to the Withdrawal Start Date.

Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b), where:

- (a) = the dollar amount of the early withdrawal; and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the early withdrawal;
 - B = the Account Value on the date of the early withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the early withdrawal.

Account Value reaches Minimum Account Value before Withdrawal Start Date

If the Account Value reaches the Minimum Account Value before the Withdrawal Start Date, the Contract Owner has three options:

1. Add more money to the Account to bring the Account Value above the Minimum Account Value; or
2. Terminate the Option and Contract; or
3. Transfer the Account Value to the Minimum Account Value Eligible Portfolio. All of the other terms and conditions of this Option remain the same.

WITHDRAWAL PHASE

Increases to the Guaranteed Lifetime Withdrawal Base During the Withdrawal Phase

The Withdrawal Phase will not begin unless and until the Annuitant and any Co-Annuitant reaches the age of 55 and elects to begin the Withdrawal Phase. The

Guaranteed Lifetime Withdrawal Base can be increased in the Withdrawal Phase during the Annual Benefit Base Review.

On each Option Anniversary during the Withdrawal Phase, Nationwide will conduct an Annual Benefit Base Review to see if the Contract Owner is eligible for an increase to the Guaranteed Lifetime Withdrawal Base. The Guaranteed Lifetime Withdrawal Base will be set equal to the greater of:

- (a) the current Guaranteed Lifetime Withdrawal Base, adjusted for transactions in the previous contract year that affected the Guaranteed Lifetime Withdrawal Base; or
- (b) the Account Value as of the Option Anniversary.

Upon written request Nationwide will cancel the Annual Benefit Base Review.

Decreases to the Guaranteed Lifetime Withdrawal Base During the Withdrawal Phase

Nationwide will not reduce the Guaranteed Lifetime Withdrawal Base due to market performance.

Nationwide will only reduce the Guaranteed Lifetime Withdrawal Base in the Withdrawal Phase if the Contract Owner makes an excess withdrawal from the Account.

Excess Withdrawal

An excess withdrawal is any withdrawal taken after the Withdrawal Start Date that, during any calendar year, exceeds the Guaranteed Lifetime Withdrawal Amount. Nationwide will reduce the Guaranteed Lifetime Withdrawal Base by the greater of (a) or (b) where:

- (a) = the dollar amount of the excess withdrawal (the amount withdrawn during any calendar year in excess of the Guaranteed Lifetime Withdrawal Amount); and
- (b) = a “proportional amount” derived from the following calculation: $(A \div B) \times C$, where:
 - A = the dollar amount of the excess withdrawal;
 - B = the Account Value on the date of the excess withdrawal; and
 - C = the Guaranteed Lifetime Withdrawal Base on the date of the excess withdrawal.

If the Contract is owned by an IRA, withdrawals necessary to satisfy the minimum distribution requirements as set forth in Section 408(b)(3) of the Internal Revenue Code shall not be considered to be Early Withdrawals or Excess Withdrawals, regardless of the age of the spouse.

Withdrawal Exception

Withdrawals up to a certain amount can be deducted from the Account each calendar quarter to pay for advisory and other service fees associated with the Account without being considered Early Withdrawals/Excess Withdrawals, as applicable (“Withdrawal Exception”). Currently, the maximum amount of the Withdrawal Exception is indicated on the Option contract specification page.

If the actual fees for advice and other services exceed the Withdrawal Exception, and the Contract Owner withdraws the entire fee amount from the Account, the amount withdrawn above the Withdrawal Exception will be considered an Early Withdrawal/Excess Withdrawal, as applicable, and will reduce the Guaranteed Lifetime Withdrawal Base.

INCOME PHASE

If and when any of the following triggering events occurs, the Contract will be eligible to begin the Income Phase:

- After the Withdrawal Start Date, the Account Value falls below the Minimum Account Value ; or
- The Account Value is invested in a Minimum Account Value Eligible Portfolio, and the Contract Owner reaches the Withdrawal Start Date; or
- The Contract Owner, after reaching eligibility for or establishes the Withdrawal Start Date, affirmatively elects to begin the Income Phase.

For Contracts owned by an IRA, the Co-Annuitant for whom the IRA was established shall not be precluded from entering the Income Phase if a triggering event occurs, regardless of the age of their spouse.

After a triggering event occurs, Nationwide will notify the Annuitant. If the Annuitant has not notified Nationwide within 90 days after notice that the Annuitant wishes to enter the Income Phase, Nationwide will assume that the Annuitant does not wish to enter the Income Phase, and the Contract will terminate.

If and when the Contract Owner elects to begin the Income Phase, the Account will then be closed with

the Asset Management Company and any remaining Account Value will be transferred to the Contract. At this time, Nationwide will begin making annual Guaranteed Lifetime Income Payments to the Annuitant or to the Co-Annuitant, if the Spousal Continuation Option, described herein, is elected. The amount of the Guaranteed Lifetime Income Payments will be based upon the most recent Guaranteed Lifetime Withdrawal Base and the Guaranteed Lifetime Withdrawal Percentage.

Terms and Conditions of the Contract

Nationwide can change certain terms and conditions of the Contract. These terms and conditions are: determination of a permissible Eligible Portfolio and changes to the contract Fee percentage associated with an Eligible Portfolio.

If Nationwide changes one or more terms and conditions of the Contract after it is issued, the change will not apply to the Contract unless the Contract Owner agrees to such change. The Contract Owner's acceptance or rejection of any such change will impact the Annual Benefit Base Review which, as of the effective date of the change of terms and conditions, will no longer be automatic. Rather, in order for the Annual Benefit Base Review to occur, the Contract Owner must consent to have the change in terms and conditions applied to the Contract.

If the Contract Owner accepts the new terms and conditions associated with the Contract, Nationwide will conduct an Annual Benefit Base Review at the time of the Contract Owner's next Option Anniversary.

If the Contract Owner refuses to accept the terms and conditions or Nationwide does not receive the Contract Owner's election to accept the terms and conditions change within 60 days after the day Nationwide sends notification to the Contract Owner, the new terms and conditions of the Contract will not apply to the Contract. The Guaranteed Lifetime Withdrawal Base will stay at the same value as of the most recent Option Anniversary and the Contract Owner will no longer have an Annual Benefit Base Review. However, if the Contract Owner submits additional deposits to the Account, the Contract Owner will receive a dollar for dollar increase to the Guaranteed Lifetime Withdrawal Base. Once a terms and conditions change is declined, the Contract Owner will no longer be permitted to accept any other terms and conditions change or reinstate the Annual Benefit Base Review.

Spousal Continuation Option

The Contract Owner may elect the Spousal Continuation Option offered with this Option. The Guaranteed Lifetime Withdrawal Amount will be paid during the joint lives of the Annuitant and Co-Annuitant.

For the benefits associated with the Spousal Continuation Option, Nationwide will deduct an annual fee of up to 0.30% of the current value of the Guaranteed Lifetime Withdrawal Base. The Fee is shown on the Option contract specification page.

In order to take advantage of this additional benefit the following will apply.

1. The Spousal Continuation Option must be elected at the time the Option is purchased, and the younger spouse must be 80 or younger, while the older spouse must be 84 or younger.
2. Both spouses must own the Account and be Co-Annuitants of the Contract. For Contracts issued to IRAs and Roth IRAs, both spouses must be named as Co-Annuitants and the spouse for whom the IRA or Roth IRA was established must name their spouse the sole beneficiary of the Account.
3. For events prior to the Withdrawal Start Date, such as if the marriage terminates due to divorce, dissolution or annulment, or if a Co-Annuitant dies, Nationwide will remove the Spousal Continuation Option from the Contract upon written request and evidence of the marriage termination or death that is satisfactory to Nationwide. After removal of the Spousal Continuation Option, the Fee will not be charged. Once the Spousal Continuation Option is removed from the Contract, the Spousal Continuation Option may not be reelected or added to cover a subsequent spouse.
4. For events on or after the Withdrawal Start Date, such as if the marriage terminates due to divorce, dissolution or annulment, or if a Co-Annuitant dies, the Spousal Continuation Option will not be removed from the Contract. The remaining owner of the Contract will continue to be charged the Fee for the Spousal Continuation Option. Upon notification from the remaining owner of the Contract in a form acceptable to Nationwide, the remaining owner's former

spouse will no longer be eligible to receive withdrawals.

5. For Contracts with non-natural owners (other than IRAs), one spouse must be named as the Annuitant and the other spouse must be named as the Co-Annuitant.
6. Upon either Co-Annuitant's death, the surviving spouse must keep the Account open and comply with all of the requirements of this Contract.
7. If the Contract Owner enters the Income Phase of the Contract, both the Contract Owner and spouse must be named primary beneficiaries of the Contract at that time to ensure the Guaranteed Lifetime Income Payments will continue for both lives.

Suspension of the Option

Nationwide may suspend any increases to the Guaranteed Lifetime Withdrawal Base and the Option will be subject to termination if any of the following events occur:

- The Contract Owner does not comply with all provisions of this Option, including, but not limited to, the requirement that the Contract Owner invest 100% of the assets in the Account in an Eligible Portfolio or Former Eligible Portfolio and remain invested as required by the Eligible Portfolio or Former Eligible Portfolio, and the requirement that the Contract Owner execute an agreement with the Asset Management Company that provides for the deduction and remittance of the Fee; or
- The Account value falls below the Minimum Account Value; or
- The Asset Management Company listed on the Option contract specification page no longer manages any Eligible Portfolios or Former Eligible Portfolios; or
- The Contract Owner makes an additional deposit to the Account when the Account already exceeds \$2,000,000 in total gross deposits, or if the Contract Owner makes an additional deposit to the Account that causes the Account to exceed \$2,000,000 in total gross deposits.

If one of the suspension events occurs, Nationwide will provide the Contract Owner with a suspension notice indicating what exactly is triggering the suspension. The purpose of this suspension notice is to give the Contract Owner the opportunity to cure the issue that has triggered the suspension. If the

Contract Owner takes corrective action within the cure period, as stated on the Option contract specification page, in a manner acceptable to Nationwide, the suspension will be lifted.

If the Contract Owner does not cure the issue within the cure period Nationwide will terminate this Option and the Contract.

Suspension because Asset Management Company no longer manages any Eligible Portfolios:

If the Asset Management Company no longer manages any Eligible Portfolios or Former Eligible Portfolios, the purpose of the suspension notice is to give the Contract Owner the opportunity to preserve the guarantees under the Option. The Contract Owner can accomplish this in two ways:

- 1) by transferring the Account Value to another asset management company approved by Nationwide; or
- 2) by transferring the assets in the Account to an annuity contract that Nationwide, or one of its affiliates, offer.

For 1) above, Nationwide must have entered into a written agreement with the new asset management company with respect to eligible portfolios and administration of the Account. Additionally, the value of the guarantees transferred will be equal to the Guaranteed Lifetime Withdrawal Base on the Valuation Date of the transfer.

For 2) above, the amount transferred to the new annuity contract will be equal to the Guaranteed Lifetime Withdrawal Base on the Valuation Date of the transfer.

Termination of the Option

Nationwide may terminate this Option and the Contract if the Contract Owner fails to cure the cause of a Contract suspension within the suspension cure period.

Contract Provisions Modified by the Option

The definitions for Beneficiary and Contingent Beneficiary in the **DEFINITIONS** section of the Contract are hereby deleted and replaced with the following:

Beneficiary – The person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The definition of Income Start Date in the **DEFINITIONS** section of the Contract is hereby deleted and replaced with the following:

Income Start Date – The date the Contract Owner/Annuitant chooses to initiate Guaranteed Lifetime Income Payments based on the terms of this Option. This date must be within one year of entering the Income Phase.

The definitions of Commuted Value, Individual Retirement Annuity, Joint Annuitant and Payee(s) are hereby deleted. Any reference to “Joint Annuitant” throughout the Contract shall mean “Co-Annuitant”

The “Assignment” subsection of the **GENERAL PROVISIONS** section is hereby deleted. The second paragraph of the “Return of Contract During Right to Examine and Cancel Period” subsection is hereby deleted.

The **DEDUCTION OF CHARGES** section is hereby deleted.

Under the **PARTIES TO THE CONTRACT** section, the “Contract Owner” subsection is hereby deleted and replaced with the following:

The person who possesses all rights under the Contract. All references to Owner shall include Joint Owner and all references to Joint Owner shall include Owner unless the context clearly indicates otherwise.

The “Annuitant/Joint Annuitant” section is hereby renamed the “Annuitant/Co-Annuitant” section and the section is deleted and replaced with the following:

Without the Spousal Continuation Option, the minimum age of the Annuitant is 45 and the maximum age is 75. With the Spousal Continuation Option, the younger Co-Annuitant must be 80 or younger, and the older Co-Annuitant must be 84 or younger. Once designated, the Annuitant (and any Co-Annuitant, if applicable) cannot be changed. A Co-Annuitant can only be named if the Spousal Continuation Option is chosen.

For a Contract that is issued to an IRA, the individual for who the IRA was established must be the Annuitant and the entire interest of the Annuitant in the Contract is nonforfeitable. For any such Contract, if a joint and survivor income option is elected, the Co-Annuitant must be the spouse of the Annuitant.

The “Payee” subsection is hereby deleted, and any reference to the term “Payee” is replaced with “Annuitant.”

The first sentence following the “Beneficiary” section of the Contract under “Ownership

Provisions” is hereby deleted and replaced with the following:

The Beneficiary is the person designated to receive any remaining Premium, if any, after the death of the Annuitant and Co-Annuitant, if any.

The last paragraph of the Beneficiary section is hereby deleted.

The first paragraph in the “Single Purchase Payment” subsection of the **PURCHASE PAYMENT PROVISIONS** section is hereby deleted and replaced with the following:

There must be at least the Eligible Account Value in the Account in order to purchase the Contract. The cumulative total of the purchase payment under this and any other annuity Contract(s) issued by Nationwide having the same Annuitant may not exceed \$2,000,000 for all income options without the prior consent of Nationwide.

The second paragraph in this section is hereby deleted.

The **INCOME OPTIONS** section of the Contract is hereby deleted and replaced with the following:

INCOME OPTIONS

Any annuity income option not set forth in the Contract which is satisfactory to both Nationwide and the Owner may be selected. Options available for Contracts issued to IRAs may be limited based on the age of the Annuitant (and Co-Annuitant, if applicable) and distribution requirements under the Code.

Single Life

Guaranteed Lifetime Income Payments will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Joint and Last Survivor

Annuity Payments will be paid during the lifetime of the Annuitant and Co-Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant and Co-Annuitant.

The **COST OF LIVING ADJUSTMENT** subsection is hereby deleted.

The first sentence of the second paragraph of the “Frequency and Amount of Payments” subsection of the **ANNUITY BENEFITS** section is hereby deleted and replaced with the following:

The Income Start Date must be within one year after entering the Income Phase.

The third paragraph of the same section is hereby deleted, and the "Commutation of Annuity Payments" subsection is hereby deleted.

Under the **REQUIRED DISTRIBUTION PROVISIONS** Section, the last paragraph of the "**Required Distribution - Non-Qualified Contracts**" Section is hereby deleted and replaced with the following:

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Code Section 72(s) by reason of Section 72(s)(5) or any other law or rule. Such contracts include, but are not limited to, any Contract issued to an IRA.

The "**Required Distribution - IRAs**" Section is hereby deleted.

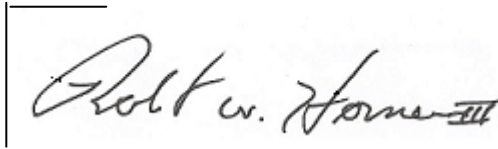
The **DEATH PROVISIONS PRIOR TO THE INCOME START DATE** section is hereby deleted.

The Death of Annuitant subsection under the **DEATH PROVISIONS AFTER THE INCOME START DATE** section is hereby deleted and replaced with the following:

Death of Annuitant

If the Annuitant dies after the Income Start Date, and there is no Co-Annuitant, this Contract will terminate and any remaining Premium shall be paid to the Beneficiary. Nationwide will make payments to the Beneficiary in the same frequency as the Account Phase in the amount equal to the Guaranteed Lifetime Withdrawals until the remaining Premium amount has been paid.

Executed for Nationwide by:



Secretary



President

SUPPLEMENTAL OPTION CONTRACT SPECIFICATIONS PAGE

CUSTOMER INFORMATION

Contract Owner: [John Q. Doe]
Joint Contract Owner: [Jane M. Doe]
Annuitant: [John Q. Doe]
[Co-Annuitant:] [Jane M. Doe]
Contract Number: [01-000000000]
Date Of Issue: [March 1, 2009]
Plan Type: Non-Qualified

ELIGIBILITY TO PURCHASE OPTION

Asset Management Company: [Asset Management Company]
Eligible Account Value: [\$50,000]
Minimum Account Value [\$0 - \$100,000]
Suspension Cure Period: [90 days]

SPOUSAL CONTINUATION OPTION

Spousal Continuation Option* [0.30%] [Yes/No]

*With Spousal – the minimum age of the younger Co-Annuitant is 45, the younger Co-Annuitant must not be older than 80, and the older Co-Annuitant must not be older than 84.

Without Spousal – the minimum age of the Annuitant is 45 and the maximum age is 75.

SUMMARY OF ACCOUNT

Account Value Upon Purchase: [\$50,000 - \$2,000,000]

Eligible Portfolio Selected

[Select UMA Model 1 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 2 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 3 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 4 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 5 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 6 w/o Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 1 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 2 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 3 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 4 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 5 w/ Municipal Bonds]	Fee: [0% - 1.75%]*
[Select UMA Model 6 w/ Municipal Bonds]	Fee: [0% - 1.75%]*

Guaranteed Lifetime Withdrawal Percentages:

[Age 55 to 64]	4%
[Age 65 and over]	5%

Initial Guaranteed Lifetime Withdrawal Amount: [\$2,500 - \$200,000]

Maximum Withdrawal Exception [0% - 3%]

*The Fee noted above is deducted on a quarterly basis in addition to any charges that are imposed in connection with advisory, custodial and other services or charges imposed by the asset management company for any mutual funds or other investments that comprise the Account. The Fee will not increase for the first two years of owning the Contract, above the percentage that was in place at the date of issuance of the Contract. After the second Contract Anniversary, a change in the Fee percentage will be considered a terms and conditions change.

<i>SERFF Tracking Number:</i>	<i>NWFA-126171129</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42533</i>
<i>Company Tracking Number:</i>	<i>IAR-0104AO</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Select Retirement NLIC Option Filing</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Supporting Document Schedules

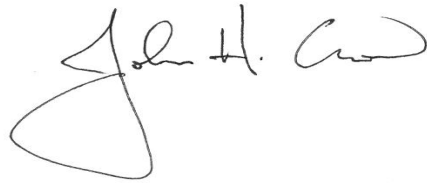
	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attached is the required readability certification fro IAR-0104AO. Attachment: AR Readability Cert IAR-0104AO.pdf		
Bypassed - Item: Application Bypass Reason: This is an option only filing. Application IIC08-IAA-0107AO (previously approved on 1/5/2009; SERFF Tracking Number NWFA-125956066) will be used in conjunction with the forms being filed for approval. Comments:		
Satisfied - Item: Memorandum of Variables Comments: Attached is the Memorandum of Variables which includes a full explanation of variability for the forms being filed for approval. Attachment: Memorandum of Variables AO.pdf		

Certification

This is to certify that the attached _____ Option _____

Form No. IAR-0104AO has achieved a Flesch Reading Score of 52.2

and complies with the requirements of Ark. Stat. Ann §§ 23-80-204 and 23-80-206(d) of the Life and Disability Insurance Policy Language Simplification Act.



Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company

June 1, 2009
Date

MEMORANDUM OF VARIABLES

Language bracketed as variable, unless otherwise specified, will not be subject to change. Brackets denote the language will either be inserted verbatim or not included as applicable.

Option (IAR-0104AO)

Nationwide officers' signatures are bracketed as they change over time.

Supplemental Option Contract Specifications Page (IAB-0114AO)

Issuing Information - The bracketed items on the data page are customized for each contract based on the information provided by the contract owner at time of application.

CUSTOMER INFORMATION

Co-Annuitant: This information will only be displayed on the data page if a Co-Annuitant is selected.

ELIGIBILITY TO PURCHASE OPTION

Asset Management Company:	Will reflect the asset management company chosen
Eligible Account Value:	\$50,000 or more
Minimum Account Value	\$0 is the minimum and \$100,000 is the maximum value.
Suspension Cure Period:	Maximum of 90 days.

SPOUSAL CONTINUATION OPTION

Spousal Continuation Option	The contract owner's decision to either include this option or not will be reflected by a Yes or No, will. In addition, the fee will reflect that decision.
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SUMMARY OF ACCOUNT

Account Value Upon Purchase:	\$50,000 is the minimum and \$2,000,000 is the maximum value permitted in the Account when this Option is purchased.
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Eligible Portfolio:	Only the Portfolio elected by the Contract Owner will display on the Data Page.
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Fee:	0% is the minimum and 1.75% is the maximum fee that will be charged in accordance with the option. The maximum fee includes the 0.30% charge for the Spousal Continuations Option.
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Guaranteed Lifetime Withdrawal Percentages:	The Option elected (with or without Spousal Continuation) will display on the Data Page. 4% is the maximum between the ages of 55 - 64 and 5% is the maximum for age 65 and older.
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Initial Guaranteed Lifetime Withdrawal Amount:	The Initial Guaranteed Lifetime Withdrawal Amount is determined by multiplying the Guaranteed Lifetime Withdrawal Base by the Guaranteed Lifetime Withdrawal Percentages.
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Maximum Withdrawal Exception:	0% is the minimum and 3% is the maximum percentage permitted.
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